

SLA Instructions

The **Simple Letter Agreement** (SLA) is the MTA (material transfer agreement) of choice for exchanging materials with ***non-profit*** organizations. It *cannot* be used with for-profit companies, except in certain infrequent situations. The rules for using an SLA are:

- This agreement was developed together with a number of university technology transfer offices, and **should be well received and accepted by universities**. If they ask you to use *their* university agreement when you wish to obtain *their* material you might suggest (in order to save time) that they look into using the simpler SLA instead because the SLA will not need to undergo negotiation with NIMH.
- If you are sending out a material and are disclosing information on **something that is unpublished or could potentially be the subject of a patent**, you should **ask us to modify** the SLA to include confidentiality clauses (contact the NIMH TTO on 496-8826).
- If **no modifications are made**, the SLA can be **signed (in duplicate) by the Lab/Branch Chief**. However, because it is a legal document, the NIH original ***must*** be sent to the NIMH TTO (10/4N222).
- If **modifications are made**, the SLA must be **signed by the Scientific Director** after it has been reviewed by the NIMH TTO.
- Any MTA sent to us by another organization must be **signed by the Scientific Director** after it has been reviewed by the NIMH TTO.
- The SLA may **not** be used with ***companies***.

Simple Letter Agreement for the Transfer of Materials

In response to RECIPIENT's request for the MATERIAL [insert description]_____ the PROVIDER asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL:

- 1. The above MATERIAL is the property of the PROVIDER and is made available as a service to the research community.*
- 2. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.*
- 3. The MATERIAL will be used for teaching or not-for-profit research purposes only.*
- 4. The MATERIAL will not be further distributed to others without the PROVIDER's written consent. The RECIPIENT shall refer any request for the MATERIAL to the PROVIDER. To the extent supplies are available, the PROVIDER or the PROVIDER SCIENTIST agree to make the MATERIAL available, under a separate Simple Letter Agreement to other scientists for teaching or not-for-profit research purposes only.*
- 5. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it.*
- 6. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. THE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, the PROVIDER shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of the PROVIDER.*
- 7. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.*
- 8. The MATERIAL is provided at no cost, or with an optional transmittal fee solely to reimburse the PROVIDER for its preparation and distribution costs. If a fee is requested, the amount will be indicated here: [insert fee]_____*

The PROVIDER, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to the PROVIDER. The PROVIDER will then send the MATERIAL.

PROVIDER INFORMATION and AUTHORIZED SIGNATURE

PROVIDER Scientist: _____
PROVIDER Organization: _____
Address: _____
Name of Authorized Official: _____
Title of Authorized Official: _____

Certification of Authorized Official: This Simple Letter Agreement has ☐ / has not ☐ [check one] been modified. If modified, the modifications are attached.

Signature of Authorized Official *Date*

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

RECIPIENT SCIENTIST: _____
RECIPIENT Organization: _____
Address: _____
Name of Authorized Official: _____
Title of Authorized Official: _____
Signature of Authorized Official: _____
Date: _____

Certification of RECIPIENT SCIENTIST: I have read and understood the conditions outlined in this Agreement and I agree to abide by them in the receipt and use of the MATERIAL.

RECIPIENT SCIENTIST *Date*